

## General Terms of Purchase

for the companies Klingele Paper & Packaging SE & Co. KG, Klingele Paper Weener SE & Co. KG  
Klingele Paper & Packaging Werne SE & Co. KG

Issued November 2023

### 1. General provisions

- (1) These General Terms of Purchase (hereinafter referred to as "General Terms of Purchase") apply to all contracts (hereinafter referred to as "contracts") concluded by Klingele Paper & Packaging SE & Co. KG, die Klingele Paper Weener SE & Co. KG, die Klingele Paper & Packaging Werne SE & Co. KG (hereinafter referred to as "client") with business operators within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law or a special fund under public law (hereinafter referred to as "contractor") for the purchase of goods (hereinafter referred to as "goods") and/or services (hereinafter referred to as "services") from the contractor.
- (2) Contracts are governed exclusively by these General Terms of Purchase. The client hereby expressly rejects the validity of any delivery conditions or other provisions used by the contractor. These will not become part of the contract even if the client accepts deliveries or services and is aware of delivery conditions or other terms that conflict with or deviate from these General Terms of Purchase.
- (3) Deviations and additions to these General Terms of Purchase are only valid with the client's express written confirmation (e.g. by letter, email or fax) and only apply to the specific contract for which they were agreed.
- (4) The General Terms of Purchase also apply as a framework agreement (Section 305 Para. 3 of the German Civil Code (BGB)) for subsequent contracts as defined in No. 1 (1) of these General Terms of Purchase with the same contractor in the version valid at the time of the corresponding order, without the client having to refer to them again.

### 2. Contract conclusion; contract amendment

- (1) Offers made by the contractor are always binding. The client can accept the contractor's offers within 14 calendar days of receipt of the offer by placing an order.
- (2) The contractor can only accept orders made by the client by sending written confirmation (e.g. order confirmation by letter, fax or email) within ten (10) calendar days from the order date specified in the order. If the client's order specifies an acceptance deadline that deviates from this, the acceptance deadline in the order will apply. The timely receipt of the contractor's confirmation of acceptance by the client is decisive. The contractor must specify the client's order number in their order confirmations.
- (3) Delivery/service call-offs become binding if the contractor does not object to them within five (5) working days. For the purposes of this provision,

working days are Monday to Friday, except for public holidays at the contractor's registered office.

- (4) Unless otherwise agreed, offer and cost estimates and all similar actions by the contractor in preparation for an order are to be free of charge.
- (5) As far as is deemed reasonable for the contractor, the client may also request changes to the goods, service or other contractual conditions (e.g. date of delivery or service provision) after contract conclusion.
- (6) The contractor may only change the contractor's goods or other services, production process or production location with the prior written consent of the client. The contractor must notify the client of any planned change in sufficient time for the client to check whether the corresponding change will have a detrimental effect for the client.
- (7) The contractor is not entitled to have the services or parts thereof executed by subcontractors without the prior written consent of the client.

### 3. Date of delivery/service provision

- (1) The agreed delivery and service provision schedules and dates are binding in all cases. The delivery of goods at the place of destination or the timely service provision will be decisive for compliance with delivery and service provision dates and deadlines.
- (2) If the contractor fails to meet these delivery or service provision deadlines, the client is entitled to demand a contractual penalty of 0.2% of the price (net invoice value) of the delayed delivery or service per full working day up to a maximum of 5% of the price (net invoice value) of the delayed delivery or service. Working days within the meaning of this provision are Mondays to Fridays, except for public holidays at the client's registered office. The client has the right to reserve a contractual penalty until final payment of the corresponding delivery or service. Any further rights of the client will remain unaffected. The contractor must therefore compensate the client in accordance with the statutory provisions, in particular for all damages incurred as a result of the delay. Acceptance of a delayed delivery or service does not constitute a waiver of claims for damages. The contractual penalty is to be offset against a claim for damages.
- (3) The statutory provisions otherwise apply in cases of delivery and service delays. If a delivery or service delay by the contractor gives rise to a claim by a third party (e.g. a customer) against the client, the contractor will indemnify the client from said claim and compensate the client for all other damages caused by the delivery or service delay. This does not apply if the contractor is not responsible for the breach of duty that causes the delivery or service delay.

- (4) The unconditional acceptance of delayed goods or services by the client does not constitute a waiver of any rights or claims.
- (5) The contractor is obliged to notify the client immediately in writing (e.g. by letter, email or fax) if circumstances arise or become apparent to them that prevent the agreed delivery or service dates or deadlines from being met. The contractor must provide the client with immediate written notification of the new delivery or service dates. The contractor's duty to comply with the originally agreed delivery and service dates or deadlines, as well as the client's rights and claims as a result of their delay, remain unaffected.
- (6) If delivery is made earlier than agreed, the client reserves the right to return the goods at the expense and risk of the contractor. If no return is made in the event of early delivery, the client will store the goods until the delivery date at the expense and risk of the contractor. In the event of early delivery, the client reserves the right to make payment only on the agreed due date.

#### 4. Prices; payment conditions

- (1) The price specified in the order is binding unless otherwise agreed in writing (e.g. letter, email or fax). Prices are DAP (Incoterms 2020) with the place of destination specified in the order including all of the contractor's ancillary services and costs (in particular correct packaging, customs, transport costs), plus any statutory VAT, unless otherwise agreed. The contractor is also obliged to insure the goods at their own expense.
- (2) Unless the client has agreed otherwise with the contractor, the price will be payable within 14 calendar days with a discount of 3% or within 30 calendar days without discount, whereby the period will commence (i) upon delivery of the goods or acceptance of the service and (ii) upon receipt of the invoice in due form by the client.
- (3) Interest on arrears in accordance with Section 353 of the German Commercial Code (HGB) is excluded.

#### 5. Terms of delivery; spare parts supply

- (1) DAP (Incoterms 2020) applies to all deliveries, with the place of destination as specified in the order.
- (2) Partial deliveries or services executed by the contractor are not generally permitted unless the client has expressly agreed to them in writing (e.g. by letter, email or fax).
- (3) The contractor must enclose correct shipping documents (e.g. a delivery note) with each delivery. In particular, the shipping documents must feature the reference numbers specified by the client, the order number, the exact description of the quantity, the weight (gross and net) and the type of goods packaging.
- (4) If the correct shipping documents are not enclosed with a delivery, or details in accordance with Number 5 (3) of these General Terms of Purchase are missing,

the client is entitled to store the goods at the expense and risk of the contractor until receipt of the correct shipping documents or the subsequent submission of the complete details in accordance with Number 5 (3) of these General Terms of Purchase.

- (5) For the duration of a supply contract and a subsequent period of ten (10) years following its termination, the contractor is obliged to supply the client with spare parts for the goods at market conditions under the terms of the corresponding supply contract and these General Terms of Purchase. In particular, the prices and delivery times for the spare parts must be in accordance with market conditions.

#### 6. Packaging

- (1) In order to prevent damage, the contractor must pack the delivered goods carefully at their own expense. Any damage caused by improper packaging will be borne by the contractor.
- (2) The contractor is obliged to remove all packaging, including transport packaging, from the place of delivery at their own expense.

#### 7. Transfer of ownership

- (1) Ownership of the goods will be transferred to the client upon delivery, and no later than upon payment of the price. If, contrary to Number 7 (1), Sentence 1 of these General Terms of Purchase, the contractor reserves ownership in individual cases until payment of the purchase price, all forms of (i) extended or (ii) prolonged retention of title for resale, processing, transformation, combination or mixing are excluded. In any case, the client is entitled to sell, transform, process and mix or combine the goods with other objects without restriction in the ordinary course of business.
- (2) If the goods are processed, mixed, combined or transformed by the client, the client will acquire ownership of the end product at the latest with such further use in accordance with the statutory provisions.

#### 8. Quality assurance

- (1) The contractor is responsible for the quality of their goods and services. The contractor is responsible for planning, organising and implementing quality assurance measures in order to ensure the comprehensive control and monitoring of the goods, services and production processes. In particular, the contractor will establish and maintain a documented quality assurance system of a suitable type and scope and which corresponds to the state of the art for the duration of the contract. They must oblige their suppliers and subcontractors to take appropriate quality assurance measures.
- (2) Without prejudice to their other rights, the client is entitled to access the contractor's production facilities and other business premises, including with the end customer or official authorities, upon prior notice of at least three (3) working days during normal business hours, and to check compliance with the requirements of these General Terms of Purchase and any quality

assurance agreement made, in particular quality assurance in the manufacture of goods and the manufacturing methods used. Working days within the meaning of this paragraph are Mondays to Fridays, except for public holidays at the client's registered office. The client will consider the legitimate interests of the contractor, in particular confidentiality interests. The client is entitled to carry out such checks with their own staff or through a qualified third party. The contractor will support the client or third party commissioned by them in the preparation and execution of checks at their own expense. As part of the checks, the client will in particular be permitted to examine documents relating to the quality of the goods and production and service provision processes. The execution of a corresponding inspection does not release the contractor from their responsibility to ensure correct delivery and service provision and the fulfilment of their obligations in accordance with these General Terms of Purchase.

## 9. Outgoing and incoming goods inspections

- (1) The contractor agrees to check the quality of the goods through comprehensive incoming and outgoing goods inspections in order to ensure that, in the knowledge that a conscientious quality control has already been carried out, the client need only perform an additional incoming goods inspection at their premises in the form of random sampling and check for identity or quantity deviations and any transport damage or other externally visible defects on the packaging.
- (2) Since the execution and documentation of the required quality inspections are the responsibility of the contractor, the client will only examine the goods upon delivery in the incoming goods department in the form of random sampling to check for any identity or quantity deviations and obvious signs of transport damage or other visible defects. Notification of any defects will be submitted to the contractor within a reasonable period of time, at least ten (10) calendar days from the receipt of the goods. In the case of hidden defects, the notification thereof will be considered to have been submitted in time if it is provided within five (5) working days (Monday to Friday, except for public holidays at the client's registered office). The client has no further obligation to inspect the goods and provide notification of defects.

## 10. Warranty

- (1) The rights of the client in the event of material defects and defects of title are defined in accordance with the statutory provisions unless otherwise stipulated below.
- (2) The contractor guarantees the following quality of the goods and services:
  - a) The goods and services must correspond to the agreed specifications (e.g. as per drawings, manufacturer data sheets, samples, agreements of quality features to be fulfilled in the order).
  - b) The goods and services must be suitable for the intended purpose.

- c) The goods and services must comply with all applicable laws, relevant health and safety and environmental regulations, European standards and recognised industry standards.
- d) Unless otherwise agreed in the contract, the goods and services must reflect the quality that is customary for goods and services of the same type and that the client can reasonably expect.
- (3) Defects are to be remedied by the contractor, either by repair or replacement delivery at the client's discretion, within a reasonable period of time, as a rule within two (2) working days (Monday to Friday, except for public holidays at the contractor's registered office). The place of subsequent performance is the location of the defective goods.
- (4) The contractor will be responsible for all costs incurred in subsequent performance, in particular costs for the inspection and analysis of a defect as well as labour, material, travel and transport costs. The contractor will also reimburse any expenses for the removal or disassembly of defective goods and the installation or assembly of the repaired or delivered defect-free goods.
- (5) If the contractor does not fulfil their obligation of subsequent performance within a reasonable period specified by the client, the client may decide to remedy it themselves or have it remedied by a third party at their own discretion. In this case, the client may demand reimbursement of the necessary costs from the contractor, unless the contractor is not responsible for the breach of duty.
- (6) If the subsequent performance by the contractor has failed or the client deems its execution unreasonable due to special circumstances, in particular due to special urgency, risk to operational safety or the threat of disproportionate damage, no deadline needs to be given before the client can carry out the work themselves.
- (7) The limitation period for claims made by the client due to material defects and defects of title (warranty period) is three (3) years from the transfer of risk, unless a longer limitation period applies by law. If a longer warranty period is contractually granted by the contractor, this longer warranty period will apply.
- (8) The warranty period will begin anew upon delivery of defect-free goods (replacement delivery) or defect remedy.
- (9) All other rights of the client in accordance with the statutory provisions will remain unaffected, in particular regarding withdrawal from the contract, purchase price reduction and/or damage claims.

## 11. Industrial property rights

- (1) The contractor guarantees that the intended use of the goods and services by the client and their customers will not infringe upon any third-party rights.
- (2) The contractor guarantees that they will not do or omit anything that may cause the client to lose a licence, entitlement, consent or permission required by them for the purpose of carrying out their business. The contractor acknowledges that the client depends on or

operates by virtue of the contractor's service provisions.

- (3) The parties will immediately notify each other of any claim that is or could reasonably be made against either party in connection with the goods or service provision in accordance with the contract for the actual or alleged infringement of any third-party rights.
- (4) If the goods or services infringe third-party rights and this results in third-party claims against the client, the contractor must, at first request, indemnify the client from any such third-party claims and defence-related costs and damages (including the costs of legal prosecution or defence), unless the contractor is not responsible for the breach of duty. The contractor's duty to deliver goods and provide services in accordance with the contract will remain unaffected.
- (5) If third parties assert rights that prevent the client or the client's customers from using the goods or services as intended, the contractor will, at their own expense and at the client's discretion:
  - a) acquire the right for the client and their customers to use the goods or services as intended;
  - b) adapt the goods or services without impairing the agreed properties and specifications in order to ensure that no third-party rights are infringed;
  - c) replace the goods or services with other goods or services with the same properties that meet the agreed specifications without infringing any third-party rights; or
  - d) reclaim the goods or services against reimbursement of the price.
- (6) Any further claims or rights of the client in accordance with statutory provisions, in particular regarding damages, will remain unaffected.

## 12. General liability

- (1) If a breach of duty by the contractor gives rise to a claim by a third party against the client, the contractor will indemnify the client from said claim and compensate them for all other damages caused by the breach of duty. This does not apply if the contractor is not responsible for the breach of duty.
- (2) If the client is unable to fulfil a delivery or performance duty towards a customer because the contractor fails to meet their delivery or service provision date or deadline in accordance with a contract, the contractor will release the client from any claims for damages or contractual penalties raised by the customer, unless the contractor is not responsible for the failure to meet the delivery or service provision date or deadline.
- (3) The contractor's liability in accordance with the statutory provisions remains unaffected.

## 13. Product and producer liability

- (1) If the goods or services provided by the contractor present a danger to life or limb or another risk of damage, including financial damage to third parties, the client is entitled, at the contractor's expense, to implement all measures which the client is obliged to take or are otherwise deemed reasonable, such as

public warnings and recalls, in order to protect third parties from damage. As far as is possible and reasonable, the client will inform the contractor as quickly as possible and give them the opportunity to provide feedback. The contractor will cooperate with the client in a collaborative manner in order to eliminate the dangers presented by their goods or services as quickly and effectively as possible.

- (2) If the contractor has reason to believe that their goods or services could lead to danger to life or limb or to other damage, including financial damage to third parties, they must inform the client immediately in writing to explain the situation. This applies in particular if the contractor becomes aware of official investigations involving their services, goods or parts thereof.
- (3) If a claim is made against the client by a third party based on product and/or producer liability and this is due to defective goods or services provided by the contractor, they must indemnify the client against said claims, insofar as the contractor is liable externally. Claims include all costs and expenses, including the costs of any legal action.
- (4) Claims and rights of the client in accordance with statutory provisions will remain unaffected.

## 14. Insurance

Unless otherwise agreed in writing (e.g. by letter, email or fax), the contractor will take out an appropriate business liability insurance policy as well as a product liability insurance policy customary in the industry to cover the risks involved in the execution of the contract. Said policy must also provide cover in the event of any recalls. Business liability insurance and product liability insurance must each provide coverage of at least EUR five (5) million per occurrence of damage and at least EUR ten (10) million per calendar year, and must exist for the duration of the contracts and the limitation periods in relation to the goods deliveries and service provisions governed by the contracts. At the request of the client, the contractor must provide the client with proof of such insurance and the amounts covered. The conclusion of insurance contracts does not release the contractor from their liability towards the client.

## 15. Means of production

- (1) All technical documents, illustrations, plans, drawings, calculations, execution instructions, plant specifications, product descriptions, manufacturer's data sheets, tools, substances, templates, samples, materials (e.g. software, finished and semi-finished products) and other objects (hereinafter referred to as "means of production") made available to the contractor by the client will remain the property of the client.
- (2) The contractor may only use the means of production for the manufacture of goods, provision of service and the fulfilment of their other contractual duties. They must not make the means of production available to third parties. The contractor may only change the storage location or place of use of the means of production with the client's prior written consent.

- (3) The contractor will store the means of production for the client free of charge and separately from other items. They are obliged to insure them at replacement value and at their own expense against typical risks, in particular fire, water and theft. The contractor will not damage, destroy or remove any of the client's marks of proprietorship on the means of production.
  - (4) The contractor will treat the means of production with care and professionalism. The contractor is liable for damage or loss of the means of production, unless they are not responsible for this.
  - (5) The contractor will return the means of production to the client at their request.
  - (6) If the means of production are combined or inseparably mixed with other items that do not belong to the client, the client will acquire co-ownership of the new item in the ratio of these means of production to the other combined or mixed objects at the time of combining or mixing. If the combination or mixing is carried out in such a way that one of the contractor's items is to be considered as the main item, it is hereby agreed that the contractor will transfer co-ownership of the new item to the client in the ratio of the value of these means of production to the other combined or mixed objects at the time of combining or mixing. The client hereby accepts the assignment.
  - (7) The contractor carries out all processing or transformation of the means of production on behalf of the client. If these means of production are processed with other objects that do not belong to the contractor, the client will acquire co-ownership of the new item in the ratio of these means of production to the other processed objects at the time of processing. If, for any reason, the client does not acquire such ownership or co-ownership, the contractor hereby transfers future ownership or co-ownership (in the above-stipulated ratio) of the newly created item to them. The client accepts the assignment.
  - (8) The provisions of Number 15 (1) to 15 (5) of these General Terms of Purchase will apply to the items to which the client is entitled to ownership or co-ownership after the combination, mixing, processing or transformation.
- 16. Special provisions for services**
- (1) If the contractor is contractually obliged to provide services, the provisions of Number 16 of these General Terms of Purchase will apply to these services, as well as the remaining provisions in the same.
  - (2) In accordance with the respective contract, the contractor will carry out the services at the client's premises or any other location specified in the contract (hereinafter referred to as "place of performance").
  - (3) To carry out the services, the contractor will only use employees who possess the required professional qualifications at the time of service provision. Upon the client's request, the contractor will provide the client with evidence of the required professional qualifications of the employees used.
  - (4) The contractor must provide a sufficient number of employees at the place of performance on the agreed service provision dates and must comply with the applicable operation regulations and instructions at said location.
  - (5) During the service provision, the contractor will comply with the legal regulations applicable at the place of performance and all relevant industry standards. This applies in particular to regulations and industry standards on accident prevention and environmental protection.
  - (6) Unless otherwise agreed in writing, the contractor will carry out the services using their own tools and other aids. The tools and other aids required for the service provision must be procured and provided by the contractor. The use of these tools and other aids is covered by the price. If the contractor becomes aware that they cannot provide certain tools or other aids required for the services on the date of service provision, they must immediately notify the client in writing and in good time before said date of service provision.
  - (7) The contractor will record the process and results of each service date and submit them to the client within five (5) working days following the corresponding service date. For the purposes of this provision, working days are Monday to Friday, except for public holidays at the contractor's registered office.
  - (8) The contractor must handle the client's property with particular care and not damage it in any way.
  - (9) If the contracts regulate contractual work and services, the following additional provisions apply:
    - a) Acceptance of the services by the client will only take place when the services have been provided completely free of defects.
    - b) If defects are identified in the services, the contractor must, at the client's discretion, either remedy them within a reasonable period of time or provide the services again.
    - c) In case of a defect in the services, the client may, after the unsuccessful expiry of a reasonable period set by them for subsequent performance, remedy the defect themselves and demand reimbursement of the necessary expenses, unless the contractor justifiably refuses subsequent performance.
    - d) If subsequent performance is deemed unreasonable for the client due to special circumstances, in particular due to special urgency, risk to operational safety or the threat of disproportionate damage, no deadline needs to be given before the client can carry out the work themselves.
    - e) In addition to the provisions of these General Terms of Purchase, the statutory law on contracts for work and services in accordance with Section 633 et seq. of the German Civil Code (BGB) applies to claims for defects related to the provision of services.
  - (10) The provisions of Numbers 12, 13 and 14 of these General Terms of Purchase also apply to the liability

and insurance obligations in relation to the service provision.

- (11) Insofar as the provisions of the service conditions of Klingele Paper & Packaging SE & Co. KG apply to contractual services, these will take precedence over the provisions of the General Terms of Purchase in the event of contradictions.

## 17. Obligation of confidentiality

- (1) Within the course of the business relationship, the contractor will receive information about the products and business of the client and companies affiliated with them as defined in Section 15 et seq. of the German Stock Corporation Act (AktG) (hereinafter referred to as "affiliated companies"). This information concerning the client and affiliated companies may in particular concern specifications, technical implementations, product analyses, samples, drawings, 3D models, documentation, product recommendations, presentations, manufacturing processes, production methods, assembly procedures, product information, costs, prices, price calculations, customer data, financial data, sales plans, corporate, marketing and sales strategies, business processes, operational procedures, business opportunities, personnel, personnel data, research plans, research results, inventions (patentable or non-patentable), developments, development results, product-related ideas and other know-how, and are considered "confidential information" to the extent that, with consideration given to the individual case, an objective recipient with the due diligence of a prudent businessperson must recognise them as confidential. This will apply regardless of whether the contractor has received the information in written, verbal or other form and whether this information has been marked as confidential. However, if information is or has been marked as confidential, it is always understood as confidential information within the meaning of these General Terms of Purchase. Confidential information is both the information itself and the carriers and media on which confidential information is stored. Confidential information may also be information and documents which, in individual cases, do not meet the requirements of a trade secret within the meaning of the German Law on the Protection of Trade Secrets (GeschGehG).
- (2) Information is not considered as confidential if the contractor proves that:
- a) the information was already publicly known at the time of transmission or became publicly known after transmission without any infringement by the contractor;
  - b) the contractor had already lawfully possessed the information without an obligation of confidentiality before the contractor received it through the client;
  - c) the contractor lawfully received the information from a third party, in particular without breaching a duty of confidentiality, or
  - d) the contractor created the information themselves without the use of confidential information.

- (3) The contractor is obliged to (i) keep the confidential information strictly confidential, (ii) refrain from disclosing the confidential information to any third party without the prior written consent of the client and (iii) use the confidential information exclusively for the purposes of the contracts.
- (4) The contractor may disclose the confidential information if required by a statutory or regulatory obligation. The contractor must immediately notify the client thereof in writing.
- (5) The contractor may only disclose confidential information to employees if and to the extent that it is absolutely necessary for the purposes of the contracts. The contractor will ensure that all individuals involved in this are subject to an obligation of confidentiality in accordance with these General Terms of Purchase.
- (6) The contractor does not acquire any rights to grant a licence or any other right in connection with the confidential information. In particular, the client and their affiliated companies will remain the owners of their confidential information.
- (7) Products that are (i) made using confidential information (e.g. client's drawings or models) or (ii) made using tools pertaining to the client may not be used by the contractor or offered or supplied to third parties.
- (8) Upon request, the contractor will return to the client all objects, papers, documents (e.g. samples, drawings) and files (regardless of the storage medium) containing confidential information or, upon request by the client, destroy them irretrievably and confirm to the client that they do not possess any further objects, papers, documents (e.g. samples, drawings) or files (regardless of the storage medium) pertaining to the client or copies thereof. If the contractor is obliged to retain certain objects, papers, documents (e.g. samples, drawings) or files with confidential information based on statutory provisions, the contractor will return such objects, papers, documents (e.g. samples, drawings) and files or irretrievably destroy them upon request by the client as soon as they are no longer obliged to retain them. After said return or destruction, the contractor will provide the client with confirmation that they do not possess any further objects, papers, documents (e.g. samples, drawings) or files (regardless of the storage medium) pertaining to the client or copies thereof.
- (9) The contractor is not entitled to assert a right of retention with regard to their obligations stipulated in Number 17 (8).
- (10) The statutory provisions on business and trade secrets will remain unaffected by this contract.
- (11) The parties may conclude a separate confidentiality agreement.

## 18. Compliance

- (1) The contractor agrees to comply with all laws and regulations in the countries in which they are active. The contractor will not (i) actively or by omission commit criminal offences, (ii) participate in criminal

offences or (iii) facilitate criminal offences by their employees or other third parties. In particular, the contractor is obliged to refrain from any conduct that could lead to criminal liability for fraud or breach of trust, insolvency offences or offences against competition. The contractor also agrees not to violate applicable anti-corruption regulations or to offer, grant, demand or accept any advantages in business transactions or dealings with public officials.

- (2) The contractor is responsible for protecting their employees and the environment. They agree to comply with all applicable laws and regulations on the protection of human rights, in particular protection against child labour, forced labour or slavery and discrimination in addition to the applicable regulations on occupational health and safety, and to uphold freedom of association. The contractor agrees to comply with all applicable environmental protection regulations and to reduce any negative impacts of their business on people and the environment. The contractor will not (i) actively or by omission violate any applicable human rights or environmental protection regulations, (ii) participate in such violations or (iii) facilitate such violations by their employees or other third parties.
- (3) The contractor agrees to pay their employees appropriate and non-discriminatory remuneration and to comply with the applicable minimum wage laws.
- (4) The contractor will observe and comply with the provisions of the client's code of conduct. This can be found at [https://www.klingele.com/fileadmin/download/agbs/CoC-L\\_092023\\_DE.pdf](https://www.klingele.com/fileadmin/download/agbs/CoC-L_092023_DE.pdf).
- (5) The contractor will pass on the obligations stipulated in Number 18 (1) to (4) to their relevant employees, suppliers and service providers throughout the supply chain. The contractor will respond to client queries regarding compliance, sustainability and social responsibility within a reasonable period of time.
- (6) The contractor agrees to provide proof of compliance with the aforementioned obligations if requested by the client. The client is entitled to verify compliance with the obligations as per Number 18 of these General Terms of Purchase within the scope of the visits described in Number 8 (2) of these General Terms of Purchase.
- (7) In the event of a breach of Number 18 of these General Terms of Purchase, the client will be entitled to withdraw from or terminate all existing contracts with the contractor without notice and terminate all negotiations. The client's right to claim damages from the contractor will remain unaffected.

### **19. Obligation to comply with the Minimum Wage Act and the Act on Mandatory Working Conditions for Workers Posted Across Borders and for Workers Regularly Employed in Germany**

- (1) The contractor must grant their employees working conditions stipulated by law. In particular, the contractor must comply with the German Minimum Wage Act (MiLoG) and the German Act on Mandatory Working Conditions for Workers Posted Across

Borders and for Workers Regularly Employed in Germany (AEntG) in their current versions and pay the statutory minimum wage to their employees.

- (2) The contractor is obliged to record the working hours of their employees used for the services in accordance with statutory provisions.
- (3) If claims are made against the client by the contractor's employees, a subcontractor commissioned by the contractor or a temporary employment agency in accordance with the provisions of Section 13 of MiLoG and Section 14 of AEntG, the contractor will release the client from liability in accordance with Section 13 of MiLoG and Section 14 of AEntG and reimburse any costs incurred by the client as a result of any such claims, unless the contractor is not responsible for this. The client is entitled to offset any payments they make in accordance with Section 13 of MiLoG and Section 14 of AEntG against all payment claims of the contractor or to offset the claims against each other. Any further rights and claims of the client (e.g. recourse claims under surety law) remain unaffected.
- (4) If the contractor subcontracts the contractual service or parts thereof to a subcontractor or commissions a temporary employment agency with the prior consent of the client, the contractor will contractually ensure that said subcontractor or temporary employment agency complies with the obligations agreed in these General Terms of Purchase. In particular, the contractor must oblige the subcontractor or temporary employment agency to comply with the provisions of MiLoG and the statutory provisions on the recording of working hours of the employees used by the subcontractor or temporary employment agency to provide the services. Said compliance must also be monitored in an appropriate manner.
- (5) If requested by the client, the contractor will provide sufficient proof of minimum wage payment and the correct recording of the employees' working hours by the contractor and by subcontractors or temporary employment agencies commissioned by the contractor. The client is entitled to inspect the anonymised payroll records pertaining to the contractor at any time. The client is entitled to withhold pending payments until the contractor provides suitable proof.
- (6) The client is entitled to terminate the contracts with the contractor for good cause if the contractor or subcontractor or temporary employment agency commissioned by the contractor fails to pay their employees the minimum wage in accordance with Section 1 of MiLoG or violates the provisions of AEntG.
- (7) The client is entitled to withdraw from contracts with the contractor that have not yet been concluded if the contractor, subcontractor or temporary employment agency commissioned by the contractor fails to pay their employees the minimum wage in accordance with Section 1 of MiLoG or violates the provisions of AEntG.
- (8) Any other rights and claims of the client in relation to violations by the contractor or a subcontractor or

temporary employment agency commissioned by contractor against the provisions of MiLoG, AEntG or the stipulations of Number 19 of the General Terms of Purchase remain unaffected.

### 20. Data protection

- (1) The contractor must observe the principles of correct data processing and, in particular, comply with the relevant statutory provisions when handling personal data.
- (2) The contractor may only use the data provided for the execution of the relevant contracts for which the data is provided.

### 21. Force majeure

- (1) External events that have no operational connection and cannot be prevented even with the utmost care that can reasonably be expected (hereinafter referred to as "force majeure"), in particular floods, earthquakes and other natural disasters, epidemics, pandemics, war, riots, embargoes and other official measures or restrictions, will release both parties from their service obligations for the duration of the disruption and to the extent of its effect.
- (2) The party who is prevented from providing their services due to force majeure must (i) inform the other party in writing of the occurrence of the force majeure without undue delay and provide regular written updates on the anticipated effects thereof, (ii) take all reasonable measures to prevent and end the hindrance to the service provision and (iii) take all reasonable measures to mitigate the consequences of the force majeure for the other party.
- (3) The contractor is responsible for ensuring the timely delivery of goods or provision of services in accordance with the contracts. Accordingly, they are obliged to maintain their ability to deliver and provide services. If the contractor is prevented from delivering goods or providing services due to force majeure, it is particularly reasonable for them, in accordance with Number 21 (2) of these General Terms of Purchase, to increase their production and procurement capacities, expand personnel and storage capacities and reserve transport capacities (e.g. containers) in advance, use alternative sources of supply and carry out expedited deliveries (e.g. air freight) at their own expense, even if this results in additional costs for the contractor. Anything to the contrary will only apply in exceptional cases, which the contractor will be required to prove.
- (4) If the event that releases the contractor from the obligation to provide their services persists for more than two (2) months or if such an event is expected to continue for more than two (2) months, the corresponding beneficiary will be entitled to withdraw from the contract affected by said event. If the contract is a continuing obligation, the corresponding beneficiary will be entitled to extraordinary termination accordingly.

### 22. Other provisions

- (1) The contractor is not entitled to assign their claims against the client to third parties without the prior

written consent of the client. Section 354a of the German Commercial Code (HGB) remains unaffected.

- (2) The contractor may only exercise rights of offsetting against the client's claims or of retention if their counterclaims are undisputed or have been legally established by a competent court of law.
- (3) The contractor must submit all legally relevant declarations and notifications in signed written form or in writing. Legal requirements regarding form remain unaffected.
- (4) "In writing" within the meaning of these General Terms of Purchase is defined in accordance with Section 126b of the German Civil Code (BGB).

### 23. Applicable law; place of jurisdiction

- (1) These General Terms of Purchase and the contracts are governed by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- (2) The courts that have jurisdiction at the client's registered office will have exclusive jurisdiction for all disputes concerning the rights and obligations that arise from these General Terms of Purchase and the contracts, including their validity. However, the client is entitled to bring legal action at the contractor's general place of jurisdiction.

### 24. Severability clause

The invalidity or non-enforceability of one or more provisions of these General Terms of Purchase will not affect the validity of the remaining provisions. The same applies if these General Terms of Purchase do not contain a provision that is necessary in itself. The parties will replace the ineffective or non-enforceable provision with a legally permissible and enforceable one that comes as close as possible to the meaning and purpose of the ineffective or non-enforceable provision. If these General Terms of Purchase are incomplete, the parties will reach an agreement with the content upon which they would have agreed within the meaning of these General Terms of Purchase if the loophole had been known to them at the time of contract conclusion.